

STATE OF NEW YORK  
SUPREME COURT COUNTY OF ONONDAGA

KEVIN BRANEY,

Plaintiff,

v.

ROMAN CATHOLIC DIOCESE OF SYRACUSE;  
THE UNITED STATES CONFERENCE OF  
CATHOLIC BISHOPS; BISHOP ROBERT J.  
CUNNINGHAM; JOHN DOES 1-2, Names Unknown,  
as Personal Representatives of the ESTATE OF  
CHARLES ECKERMANN; PAUL ANGELICCHIO;  
JOHN DOES 1-2, Names Unknown, as Personal  
Representatives of the ESTATE OF JAMES QUINN;  
and JACQUELINE BRESSETTE,

Defendants.

Index No.:

**SUMMONS**

Plaintiff designates Onondaga County as the place of trial. The bases of venue is the residence of one or more of the Defendants, and the place where a substantial part of the events or omissions giving rise to the claim occurred.

Plaintiff's Address:  
6987 Robb Street  
Arvada, Colorado 80004

**TO THE ABOVE-NAMED DEFENDANTS:**

**YOU ARE HEREBY SUMMONED** to answer the Complaint in this action and to serve a copy of your Answer, or, if the Complaint is not served with this Summons, to serve a Notice of Appearance, on the Plaintiff's Attorney within twenty (20) days after the service of this Summons, exclusive of the day of service (or within thirty (30) days after the service is complete if this Summons is not personally delivered to you within the State of New York); and in the case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded herein.

DATED: August 14, 2019

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## Defendants' Addresses:

Roman Catholic Diocese of Syracuse  
240 East Onondaga Street  
Syracuse, New York 13202

The United States Conference of Catholic Bishops  
c/o Ronny Edward Jenkins, Registered Agent  
3211 Fourth Street NE  
Washington D.C. 20017

Bishop Robert J. Cunningham  
240 East Onondaga Street  
Syracuse, New York 13202

John Does 1-2, Names Unknown, as Personal Representatives of the Estate of Charles Eckermann  
Address Unknown

Paul Angelicchio  
240 East Onondaga Street  
Syracuse, New York 13202

John Does 1-2, Names Unknown, as Personal Representatives of the Estate of James Quinn  
Address Unknown

Jacqueline Bressette  
240 East Onondaga Street  
Syracuse, New York 13202

STATE OF NEW YORK  
SUPREME COURT      COUNTY OF ONONDAGA

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Defendants.

Index No.:

**JURY TRIAL DEMANDED**

**VERIFIED COMPLAINT**

Plaintiff Kevin Braney (“Plaintiff”), by and through his undersigned attorneys, as and for his Verified Complaint against Defendants Roman Catholic Diocese of Syracuse, The United States Conference of Catholic Bishops, Bishop Robert J. Cunningham, the Estate of Priest Charles Eckermann, Priest Paul Angelicchio, the Estate of James Quinn, and Jacqueline Bressette, individually and in her official capacity as a Diocesan employee (collectively, “Defendants”), hereby states and alleges as follows:

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## I. INTRODUCTION

After the first rape... after the second rape... after the tenth rape, Kevin prayed that his atonement was complete and he would be spared from more agonizing pain and torment. The priests who repeatedly sexually abused him and the religious institutions that protected these priests instilled in Kevin the belief that being assaulted was part of his obligation as a diligent, abiding Catholic altar boy. More than thirty years after Kevin had endured this torture by clerics in the Syracuse Diocese, the leader of the Diocese, Bishop Robert Cunningham, mocked child victims of clergy abuse, testifying under oath that they were sinners, culpable for the abuse.<sup>1</sup>

11                   A     Anyone who confesses, confesses because they  
12 do feel something wrong has taken place in their life.

13                   Q     Perhaps I'm not being clear. The confession  
14 is with respect to the act of sodomy that had just taken  
15 place in the sacristy between the priest and the boy; all  
16 right?

17                   A     Mm-hmm.

18                   Q     And the priest is now telling the boy, "I will  
19 take your confession for this sin that you have just  
20 committed." First of all, in your view as a priest, has the  
21 boy committed a sin under those circumstances?

22

23                   A     The boy is culpable.

The callous disregard for widespread sexual abuse by religious leaders has been ubiquitous in the Catholic Church for decades and still remains the status quo today. This Complaint shines a light on the severe and long-term pattern of organized sexual abuse by the Catholic Church and its clergy.

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<sup>1</sup> *Brennan v. Roman Catholic Diocese of Syracuse New York, Inc.*, 5:09-cv-01015. Cunningham Dep. 93:23, October 14, 2011, ECF No. 119-4.

Using religion as both a source of power and a pretext for their sins, these priests preyed on young boys and girls in ways that are difficult to even fathom. This story is told through the rape and torture of one young man, Kevin Braney ["Kevin"]. Sadly, Kevin is far from alone. The priests that raped Kevin, Defendants Eckermann, Angelicchio, and Quinn, were part of a larger network of priests who raped children and were sheltered and protected by the Roman Catholic Diocese of Syracuse from at least the 1940s, if not earlier, until the present day.

The Diocese collected and literally sheltered known child rapist priests in Syracuse in a coordinated scheme to protect the Church from liability and defraud parishioners who donated countless amounts of money that was then used to pay for the legal defense of rapist priests. This case involves the sexual abuse, perpetual rape and exploitation of Kevin by defendants, clergyman, and religious entities entrusted to protect them. The gruesome and shocking allegations made in this Complaint do not even begin to portray the prolonged, sadistic, and horrifying abuse of so many young children within the Diocese of Syracuse. The bad actors priests could never have evaded detection were they not harbored, protected, and facilitated by the Church, which shuffled them around and committed numerous acts of fraud and obstruction of justice to make sure that money and power flowed into the Church and the child victims were left to suffer alone.

## **II. JURISDICTION AND VENUE**

1. This is a civil action seeking relief and damages under New York contract and tort law and jurisdiction is proper under N.Y. C.P.L.R. 301.
2. Venue is proper in this court pursuant to N.Y. C.P.L.R. 503(a), as a substantial part of the events giving rise to the claim occurred in the County of Onondaga.
3. This case is brought pursuant to the Child Victims Act, NY LEGIS 11 (2019), 2019 Sess. Law News of N.Y. Ch. 11 (S. 2440), enacted on February 14, 2019, which enacted a one-year lookback period for victims such as Kevin to litigate claims arising from sexual abuse that would

otherwise be time-barred by the statute of limitations, starting six-months from the signing of the bill, on August 14, 2019.

### **III. PARTIES**

4. Plaintiff Kevin Braney is a natural person, a United States citizen, and a resident of Colorado.

#### **Institutional Defendants**

5. Defendant The Roman Catholic Diocese of Syracuse [“the Diocese”] is a New York religious corporation with a business address of 240 East Onondaga Street, Syracuse, NY 13202.

6. Defendant The United States Conference of Catholic Bishops [“the USCCB”] is a domestic nonprofit corporation that may be served through its Registered Agent, Ronny Edward Jenkins, at 3211 Fourth Street NE, Washington D.C. 20017.

#### **Individual Defendants**

7. Defendant Jacqueline Bressette is a natural person, a United States citizen, and a resident of New York. She may be served through her business address as the Diocese Assistance Coordinator for the Roman Catholic Diocese of Syracuse, 240 East Onondaga Street, Syracuse, NY 13202.

8. Defendant Bishop Robert J. Cunningham is a natural person, a United States citizen, and a resident of New York. He may be served through his business address with the Roman Catholic Diocese of Syracuse, 240 East Onondaga Street, Syracuse, NY 13202.

9. Defendant Father Paul Angelicchio is currently a priest in good standing with the Diocese of Syracuse. He can be served through his employer, the Diocese of Syracuse, at 240 East Onondaga Street, Syracuse, NY 13202.

10. Defendants Estate of Charles Eckermann and Estate of James Quinn can be served via alias summons, as the Estates’ representatives are not currently known.

#### IV. FACTS COMMON TO ALL COUNTS

##### Background Regarding Kevin Braney

11. Kevin was born on [REDACTED], 1972 in Atlanta, Georgia.
12. In 1978, when Kevin was 6 years old, Kevin's family joined the St. Ann's Catholic Parish in Manlius, New York ["St. Ann's"] immediately upon moving to Syracuse.
13. In 1984, the Syracuse Police Department had directly reported to the Diocese that Monsignor Charles Eckermann ["Eckermann"] was soliciting male prostitutes, despite his alleged vow of chastity.
14. Sometime between 1984 and 1988, a family reported to the Diocese that two of their sons had been sexually abused by Eckermann, while acting as altar boys at St John the Baptist parish in Syracuse.
15. By 1988, the Diocese was aware that Eckermann anally and orally raped children.<sup>2</sup>
16. By 1988 Monsignor Charles Eckermann ["Eckermann"] and Reverend Paul Angelicchio ["Angelicchio"] were the acting clergymen at St. Ann's.
17. By 1988, the Diocese was aware that Father James Quinn anally and orally raped children.
18. By 1988, it was well known to the Diocese that Angelicchio had raped numerous children at local Catholic Schools.
19. The children raped by Angelicchio had complained to nuns at their school and those claims specifically were brought to the attention of the Diocese.

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<sup>2</sup> Eckermann was a known sexual deviant who should not have been allowed to work with children. See John O'Brien, *Syracuse police raised concerns about priest 30 years before child-molesting accusations surfaced*, The Post-Standard, (December 11, 2014) [http://www.syracuse.com/news/index.ssf/2014/12/thirty\\_years\\_before\\_child-molesting\\_accusations\\_against\\_priest\\_syracuse\\_police\\_r.html](http://www.syracuse.com/news/index.ssf/2014/12/thirty_years_before_child-molesting_accusations_against_priest_syracuse_police_r.html).

20. In the summer of 1988, Kevin was 15 years old.
21. He had just finished his freshman year of high school and had never even kissed a girl – he had a bright outlook and a promising life ahead.
22. As an altar boy at St. Ann’s in Manlius, Kevin took the duties and responsibilities seriously, and was looking forward to serving at the wedding of Kristen and Brian – she was a swimming instructor and he was a family friend.
23. But instead of being a day filled with joy, the day of the wedding was the beginning of a tortured and dark journey.
24. Kevin was in the sacristy preparing for the wedding ceremony. He had donned his cassock and tied the rope around his waist when Angelicchio approached him with the façade of “adjusting” Kevin’s rope, but his hands quickly moved over Kevin’s clothes to his penis.
25. Kevin was frozen in terror as Father Paul Angelicchio violated him.
26. Eckermann watched as his young protégé, Angelicchio, violated Kevin.
27. When Angelicchio had finished touching Kevin, Eckermann took his turn, demonstrating his sadistic proclivities by aggressively squeezing Kevin’s testicles to induce pain.
28. Throughout the ordeal, neither Angelicchio nor Eckermann looked at Kevin. They only looked at each other. It all ended as suddenly as it began. These men, and the child they had just broken, all left to perform the sacrament and continue business as usual during the wedding ceremony.
29. As the months passed, the priests became increasingly emboldened and the abuse of Kevin escalated to oral and anal rape.
30. The first anal rape Kevin can clearly remember happened during Advent in 1988. Eckermann was wearing red for the occasion. Eckermann was in the small bathroom by the main entrance of St. Ann’s with Kevin, while Angelicchio stood guard by the door as parishioners walked past. The tiles in the bathroom were light blue and there was a small stained-glass window to the right

of the toilet. Eckermann told Kevin what he needed (to have anal sex), but Kevin told him that he did not want to. That is when Eckermann grabbed the nearby toilet plunger with the wooden handle and threatened to rape Kevin while he placed the plunger against his anus, forcing Kevin to submit. Eckermann raped Kevin while Angelicchio stood guard.

31. When Kevin left the bathroom visibly distraught Angelicchio told parishioners not to worry that Kevin was just “not feeling well.”

32. By the beginning of 1989, Kevin gave up all hope that anyone would stop Eckermann and Angelicchio. Even though his penis was raw and swollen from their rough masturbation of it and he had blood in his underwear from the rapes, these physical manifestations of the abuse were not enough for action by the Diocese which was tasked with protecting Kevin.

33. Kevin gave up hope that the Diocese and the Catholic Church or the “God” that Eckermann and Angelicchio allegedly represented would save him from the torture he was enduring.

34. Eckermann and Angelicchio had tortured Kevin’s mind, body, and soul to the point that he believed that the relentless abuse and rapes were part of his job as an altar boy, on the same level as retrieving wine, ringing the bell, or holding up the Bible during the Gospel.

35. The rapes continued to take place throughout various locations at St. Ann’s. Eckermann was so bold as to have a camping mattress set up in the furnace room in the basement, and no one questioned it. There, Eckermann would instruct Kevin to lie down on his stomach, and he raped Kevin in that position. At first, the pain was so excruciating it made Kevin want to vomit, but it happened so many times that Kevin could eventually block it out.

36. Eckermann was in his 50s and raping Kevin on the camp mattress was hard on his knees, so he moved his abuse into the adjacent storage room, where there was a weight bench that he could make Kevin lie down on instead. There, he and Angelicchio held Kevin down so hard that he still bears the scars on his hands from their fingernails.

37. Once, in February of 1989, right before the 10:30 am mass, Kevin asked Angelicchio to make it stop. In response, Angelicchio hit him hard and told Kevin that if he ever spoke about it again, they would kill him.

38. The rapes in the storage room were even worse than anything else Kevin had been put through before. In this room, Eckermann kept a small banker's box. Inside the box were two guns – one black/graphite revolver and a smaller silver pistol with an ivory handle – guns that are permanently seared into Kevin's memory. They were used to threaten Kevin into secrecy and submission.

39. By this time, the abuse was morphing into ritualistic sadism: the Easter cross was kept in the torture room, and Eckermann and Angelicchio made Kevin stand next to it while Angelicchio fellated him and documented the abuse with polaroid pictures.

40. It was as if Angelicchio was showing Kevin what to do, because then Eckermann would stand by the cross and make Kevin fellate him.

41. The priests were so confident that their actions would have no repercussions that they repeatedly memorialized the abuse in photographs.

42. These photographs, possibly thousands of them, were placed into a "picture Bible" of child rape scenes collected and kept by Priests in the Diocese.

43. On another occasion Eckermann and Angelicchio threatened to put Kevin's testicles in a metal vice in the room adjacent next to the torture room.

44. Eckermann repeatedly instructed Kevin that he was God and it was Kevin's job to please him and that if he refused or denied Eckermann or Angelicchio pleasure he and his little brother would both be sent straight to hell.

45. This pattern of abuse continued throughout Kevin's sophomore year in high school until his confirmation.

46. As Kevin prepared for confirmation, Eckermann used this religious sacrament to gain greater, unfettered access to the teenager. On a trip to Christ the King Retreat House, owned by the Diocese, Eckermann raped Kevin in a bathroom.

47. On a different trip to Alverna Heights he again raped Kevin in a bathroom. There was nowhere that Kevin was safe.

48. Eckermann raped Kevin in an empty bedroom in the rectory adjacent to St. Ann's. Kevin has very vivid memories of this room. It was at the end of a hall on the left-hand side. When he walked in, the bed, which had a lace bedspread and a yellow bed skirt, was to the left, with nightstands on either side. On the nightstand nearest the door, there was a digital clock with red numbers. Eckermann put his glasses on the table beside the clock during the rapes. Opposite the bed was a dresser, and in the area past the bed and dresser, near the window, was a standing lamp and a rocking chair. These seemingly discrete details will forever haunt Kevin. The window faced the street, and on the other side of the street, there was a park with a gazebo. Every time he was raped in that room, Kevin went to that gazebo in his mind. He would make sure to lie on the bed at an angle facing the window. He would leave the ugliness and hurt of what was happening to him and focus on the leaves blowing in the breeze.

49. On September 30, 1989, there was a special confirmation class at St. Ann's for confirmands, including Kevin, who were on the soccer team and unable to attend the regular class.

50. As they sat in the sanctuary, a priest Kevin had never seen before walked in. He was introduced as Father Quinn, and unbeknownst to Kevin at the time, he was Eckermann's best friend.<sup>3</sup>

51. At the end of the class, Quinn told Kevin that he needed help carrying the program from the spare room in the rectory to the church. Once they got to the room, Quinn pushed Kevin onto

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<sup>3</sup> Father Quinn raped several young boys in Utica and Syracuse. Father Quinn had several victims known to the Institutional Defendants – at least one of whom committed suicide.

the floor and choked him while he held him down by pushing his knee into the right side of Kevin's back. He hissed into his ear, "You know what I'm going to do, so let's do it." "It" was over in about two minutes. Eckermann walked into the room and found Quinn with Kevin.

52. The next day, Kevin was confirmed, and his family left St. Ann's.<sup>4</sup>

53. Quinn was a priest in good standing in the Syracuse Diocese until he died in 2013.<sup>5</sup>

54. Kevin graduated from Fayetteville – Manlius High School and put the memories of the torture he had endured at St. Ann's out of his mind.

55. Kevin was an All-American lacrosse player at Brown University.

56. Kevin secured a Ph.D. from the University of Colorado.

57. Kevin became a teacher and eventually the principal of Boulder High School in Boulder, Colorado.

#### **The Diocese's Secret: Known Child Molester Priests Were Warehoused in Syracuse**

58. By the mid-1990s, it was widely known that hundreds of Roman Catholic priests had been raping children across the world.

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<sup>4</sup> Kevin had been asking his parents to leave St. Ann's since the abuse began, but his mother did not want to interfere with Kevin's progression towards confirmation.

<sup>5</sup> In 2003, a victim who was sexually abused by Quinn for more than seven (7) years, beginning in the 1960s, filed a civil suit arising from the abuse. The case was ultimately dismissed solely on statute of limitations grounds. At the time, the Diocese of Syracuse cleared Quinn and said the evidence of abuse was insufficient. In 2014, after Kevin came forward and disclosed his abuse by Quinn, the Diocese reexamined the evidence and changed its findings, determining the claims against Quinn to be credible. Quinn was already deceased and had been heralded in death before the Diocese changed course and found that he had sexually assaulted children. Between the time the case was filed and Quinn's death, he was assigned at three other parishes and given unfettered access to children and unsuspecting families. See Julie McMahon, *Syracuse clergy abuse scandal: Priest cleared in life, blacklisted in death*, The Post-Standard (December 18, 2018) <https://www.syracuse.com/news/2018/12/syracuse-clergy-abuse-scandal-priest-cleared-in-life-blacklisted-in-death.html> (last visited July 31, 2019).

59. By 2002, the Boston Globe published its now famous exposé outlining rampant sexual abuse in the Catholic Church [“the Church”] and highlighting the Church’s failures in addressing the abuse and taking measures against predator priests.<sup>6</sup>

60. In 2002, the Diocese received a direct report that Charles Eckermann had raped Kevin when he was a child, yet the Diocese took no action against Eckermann and allowed him to continue to be a priest for more than a decade.

61. Despite the passage of 40 years since the first reported instances of abuse by Catholic priests, the culture of indifference remains today, and the Church and Diocese have failed to take actions to remediate the pain and suffering of thousands of innocent children

62. As of January 28, 2019, there are 6,148 U.S. predator priests named on Bishop Accountability, a database documenting the abuse in the Church.<sup>7</sup>

63. Instead of taking accountability for these clergy and reporting child molesting priests to law enforcement, the Church and Diocese took every action to ignore and deny all plausibility for the perpetual abuse.

64. The Diocese was fearful of litigation and instead of taking punitive measures to stop abuse, moved priests from dioceses which oversaw large Catholic Universities and valuable real estate (like Montreal, Baltimore, Philadelphia, New York City, and Brooklyn) to dioceses where the Church did not possess such valuable assets and were not under such a bright spotlight. One of those dioceses was The Diocese of Syracuse.

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<sup>6</sup> Michael Rezendes, *Church allowed abuse by priest for years*, The Boston Globe (January 6, 2002) <https://www.bostonglobe.com/news/special-reports/2002/01/06/church-allowed-abuse-priest-for-years/cSHfGkTlrAT25qKGvBuDNM/story.html>

<sup>7</sup> <http://www.bishop-accountability.org/> (last visited July 24, 2019).

65. Molester priests were moved from other dioceses in New York to The Diocese of Syracuse.
66. The Diocese had actual notice that molester priests were being moved from Brooklyn to Syracuse and the Diocese was a breeding ground for priests who raped children.
67. In 2004, the Diocese was alerted by Sister Sally Butler, a nun in New York City, that “unassignables” (i.e. molester priests from Baltimore) were being transferred to Syracuse.
68. Her warnings fell on deaf ears as the Diocese allowed these unassignable Franciscan child rapists to come to the Diocese.
69. The Diocese again acted with absolute disregard for the children of the Diocese when they accepted these very priests.
70. The Diocese accepted known child molesters from outside the dioceses despite absolute knowledge, not just internally from their brethren in other parts of North America, but in the forms of letters to the editors of newspapers in the towns of the Diocese.
71. The callous disregard of Defendants did not end in the 1990s or 2004 but continues to this day.
72. In 2015, the Diocese repeatedly denied that several molester priests were living at the “Tommy Coyne House” owned by the Diocese. However, a simple check of the Syracuse phone book revealed that at least 5 priests who had credible findings of child molestation were living in the Tommy Coyne House.
73. Priests residing in the Tommy Coyne House were found in possession of child pornography and presented a real and credible threat of harm to innocent children.
74. At no time did any member of the Diocese warn neighboring families of the potential threat of the housed clergy pedophiles living in Tommy Coyne.
75. The Tommy Coyne House is now closed.

76. Had the Diocese taken even the most perfunctory action against these predator priests, Kevin and countless other innocent children would have been protected from this morbid sexual abuse.

77. Until the national news media shined a bright light on the epidemic of abuse within the Catholic Church, the Church did not exhibit even the slightest regard for the safety of the children of the Diocese; that callous indifference continues to the present day.

### **The Diocese Acts to Marginalize Kevin and Other Victims**

78. In 2012, as the principal at Boulder High School, Kevin learned that one of the students under his care had likely been the victim of sexual abuse.

79. As a result of the disclosure of rampant sexual abuse at Penn State University, multiple reports of sexual assaults by former Boulder High teachers became the subject of an investigation with Boulder Police. One staff member was terminated.

80. After he acted to aid the student who had been abused, Kevin began to recover the memories of the abuse that he had suffered.

81. The memories were so horrific and staggering that Kevin began to experience serious emotional stress. The traumatic memories overwhelmed Kevin to the point that he believed he could no longer go on.

82. As Kevin continued to suffer, on February 1, 2013, Quinn died, lauded for his service to the Church and as an “eternal optimist who thoroughly enjoyed life.”<sup>8</sup>

83. On February 6, 2013, Kevin attempted suicide.

84. A month after his suicide attempt and in the midst of despair and agonizing depression, Kevin was arrested after an argument with his wife.

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<sup>8</sup> *Obituary for Reverend James F. Quinn* (February 3, 2013) <http://obits.syracuse.com/obituaries/syracuse/obituary.aspx?n=james-f-quinn&pid=162802265&fhid=4680> (last visited February 1, 2019).

85. Kevin was charged for destroying property, chiefly a lamp. Kevin informed the Boulder Police Department in Colorado of the rapes and tortures he endured as boy in Syracuse.

86. Colorado law enforcement notified law enforcement in Syracuse of Kevin's allegations against Eckermann and Quinn.

87. Naively, Kevin reached out to Defendant Jacqueline Bressette ["Bressette"], the Victim Assistance Coordinator for the Diocese.

88. Unbeknownst to Kevin at the time he reported, Defendant Bishop Cunningham ["Cunningham"] had stated under oath in a 2011 deposition that "the boy is culpable" for his abuse by his priests.<sup>9</sup> A second round of torture and humiliation was about to begin.

89. Kevin trusted Bressette, Cunningham, and other agents of the Diocese to do the right thing and make efforts to mitigate the effects of the abuse.

90. Kevin believed Bressette, Cunningham, and other agents of the Diocese would take substantial efforts to help him and use the information he provided to prevent further children from falling victim to sexual abuse within the church.

91. The Diocese subsequently investigated Kevin's claims, which it received in July 2013. Despite Kevin's credible reports of abuse, Eckermann was allowed to remain as a priest in good standing until April 2014. Throughout this whole period, children were susceptible to his abuse.

92. Following his initial contact with Bressette, Kevin began corresponding with her regarding obligations the Church would assume for treatment relating to the trauma that resulted from his sexual abuse.

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<sup>9</sup> John O'Brien, *Child victims partly to blame in priest sex-abuse cases, Syracuse bishop testified*, The Post-Standard (September 13, 2015) [https://www.syracuse.com/news/index.ssf/2015/09/victims\\_partly\\_to\\_blame\\_in\\_priest\\_sex-abuse\\_cases\\_syracuse\\_bishop\\_testified.html](https://www.syracuse.com/news/index.ssf/2015/09/victims_partly_to_blame_in_priest_sex-abuse_cases_syracuse_bishop_testified.html) (last visited February 1, 2019)

93. On September 25, 2013, Bressette sent correspondence to Rosemary Wrzos, MEd, LPC [“Wrzos”], who was Kevin’s therapist. In that correspondence, Bressette explained the following:

- a. The Diocese had approved only six therapy sessions for Kevin, which would be reimbursed at a rate of \$85.00 per hour;
- b. For approval of any additional treatment, Wrzos would first need to submit to the Diocese a treatment request form and the specific needs for additional counseling; and
- c. The Diocese would not pay for psychotropic medications.

94. Wrzos subsequently requested additional treatment for Kevin.

95. In correspondence dated November 6, 2013, Bressette informed Wrzos that Bishop Cunningham had approved 26 additional sessions of psychotherapy for Kevin.

96. Also on November 6, 2013, Bressette sent a letter to Kevin seeking a release of his personal health information to Wrzos in exchange for reimbursement for treatment.

97. Prior to this letter, Kevin had never been told that he would be required to make his therapy records available to the Diocese of Syracuse.

98. In its introductory paragraph, the Release that Kevin was required to sign states: “I, or my authorized representative, request that psychotherapy notes regarding my care and treatment be released as set forth on this form[.]”

99. Section 7(a) of the Release states that the specific information to be released was: “Medical record including patient histories, office notes (except psychotherapy notes), referrals, consults, and billing records from 8.1.14 to *ongoing*.”

100. Section 7(b) of the Release authorizes the named provider “to discuss [Kevin’s] health information with the Roman Catholic Diocese of Syracuse, its employees and/or agents.”

101. However, at all relevant times, Bressette represented to Kevin that the Church would not be accessing or viewing the clinical notes, all his psychotherapy records would remain confidential and Institutional Defendants simply needed them signed for reimbursement purposes.

102. In December 2013, Kevin signed the document, releasing his medical records, in his continued attempt to be agreeable with the demands of the Church and so that he may begin to receive some reimbursement for the costly mental health treatment he was undergoing as a result of the abuse.

103. Kevin was under the reasonable assumption that by signing away the rights to his personal health information, the Diocese would uphold its end of the bargain by reimbursing Kevin for the costs associated with his treatment.

104. On December 1, 2013, Wrzos sent Bressette an invoice for \$5,562.00, which included charges for services Kevin had received prior to the six initial sessions authorized by the Diocese.

105. On January 13, 2014, in response to the invoice Wrzos sent, Bressette, the person tasked with assisting victims of sexual abuse, sent Wrzos a check for \$510.00, which amounts to 6 sessions at \$85.00 per hour.

106. In April 2014, the Diocese determined that Kevin's allegations of sexual abuse were credible.<sup>10</sup>

107. On Good Friday, April 18, 2014, after the Diocese found that Eckermann had abused Kevin, Eckermann was still permitted by the Diocese to attend mass.

108. Kevin's parents attended the very same mass, face-to-face with the predator who had abused their son.

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<sup>10</sup> John O'Brien, *Syracuse monsignor removed from ministry over decades-old child-molestering accusation*, The Post-Standard (October 2, 2014) [https://www.syracuse.com/news/2014/10/syracuse\\_monsignor\\_removed\\_from\\_ministry\\_over\\_decades-old\\_child-molestering\\_accus.html](https://www.syracuse.com/news/2014/10/syracuse_monsignor_removed_from_ministry_over_decades-old_child-molestering_accus.html) (last visited August 1, 2019)

109. When Kevin confronted Bressette with this fact, she told him that Eckermann could choose to attend mass wherever he wanted, and the Church would not take steps to prevent his attendance.

110. The Diocese initially resisted taking steps to ensure Kevin and his parents' emotional and physical safety and would not take any steps to stop Eckermann from attending mass and intimidating Kevin's family.

111. In a telephone call with Bressette on April 14, 2014, Kevin was again informed that treatment for his PTSD would be reimbursed at the rate of \$85.00 per hour.

112. Treatment for Kevin's PTSD would not be reimbursed if his care program was not consistent with the established guidelines invented by the Institutional Defendants.

113. Kevin's PTSD treatment actually cost \$130.00 per hour.

114. The Diocese was aware of the difference between its reimbursement rate and the actual cost of treatment.

115. Kevin's was forced to pay out-of-pocket and go into debt for the therapy costs beyond what the Diocese of Syracuse would pay.

116. During the April 14, 2014 telephone call, Bressette informed Kevin that he was expected to pay the difference between the cost of treatment and the rate at which the Diocese of Syracuse would pay.

117. During the April 14, 2014, telephone call, Bressette informed Kevin that he would not be reimbursed for any treatment he received prior to November 6, 2013. The arbitrary reasoning behind this denial is not known.

118. Bressette acknowledged the \$5,562.00 in bills that Kevin had previously submitted and advised Kevin that the Diocese would not consider his bill for \$5,562.00 for reimbursement.

119. Bressette also advised Kevin that the Diocese would not consider his pending hospital bills for reimbursement.

120. During the April 14, 2014 telephone call, Bressette informed Kevin that no other financial restitution or restorative actions would be forthcoming and that the Diocese considered his case to be closed.

121. Kevin was traumatized by Bressette's dismissive treatment of him.

122. Subsequent to his traumatizing phone call with Bressette, Kevin demanded to meet with Bishop Cunningham.

123. On April 24, 2014, Bressette sent Wrzos a letter, which stated (in part):

I will assume you are aware that Kevin has utilized the allotted 26 visits approved for payment by the Roman Catholic Diocese of Syracuse. If Kevin is in need of additional visits, please completed (sic) the enclosed continuing outpatient treatment request form and return it to my attention . . . . Once the form is received, the Treatment Advisory Committee will review the request to confirm that further treatment is necessary and clinically appropriate, is related to the issue at hand, is productive, and is oriented toward an identified goal of wellness.

124. In a letter dated May 15, 2014, Bressette advised Wrzos that Cunningham had approved thirty (30) additional 1-hour sessions for Kevin.

125. Kevin was granted an attendance with Bishop Cunningham on June 2, 2014.

126. Upon learning that Bressette would also be in attendance at the meeting, Kevin decided to bring his mother to the meeting for support.

127. Kevin was forced to travel from Colorado to New York, at his own expense, to attempt to procure payment for past and future treatment for his PTSD and to meet with Bishop Cunningham.

128. During the meeting, Kevin was again required to reveal the excoriating, sordid details of his abuse to Bishop Cunningham and Bressette.

129. Two days later, on June 5, 2014, Defendant Bressette sent Kevin a letter, which included the following information:

- a. Cunningham agreed to reimburse Kevin for amounts previously denied by Bressette; and
- b. Wrzos would be reimbursed at her actual rate of \$130.00 per session.

130. On July 8, 2014, Bressette sent Wrzos a check for \$6,555.00; the cover letter accompanying the check stated in part: “[The amount of this check] includes the balance owed on Kevin’s bill for \$5,645.00 and the balance owed on the May 1, 2014 statement of \$910.00. Going forward, the Diocese will pay your contracted fee with Kevin of \$130 per counseling session (90837).”

131. On July 22, 2014, Bressette sent Kevin a letter, which stated in part:

Enclosed you will find a check totaling \$13,259.39 which includes your out-of-pocket expenses for inpatient and outpatient mental health counseling from 9.19.12 to 5.29.14.

\* \* \*

As stated in the letter to Rosemary Wrzos dated 7.9.14 and as we discussed, the Diocese will pay your contracted fee with Ms. Wrzos of \$130 per counseling session (90837). Any incurred costs over and above the Diocese’s payment of \$130 per session will be between you and Ms. Wrzos.

132. On August 1, 2014, Bressette sent a letter to Peter Kleinman, MD, who was also one of Kevin’s treatment providers, requesting documentation so that she could issue payment of \$1,150.00 to him.

133. By August 2014, Kevin determined the Church was receiving and reviewing his medical records in their entirety and was still continually denying reimbursement of his medical treatment.

134. Kevin subsequently revoked the blanket release of his complete medical history.

135. In response to his revocation, the Diocese stopped paying for Kevin’s therapy altogether.

136. Through its agent, Bressette, the Diocese arbitrarily and continually refused (for many months) to reimburse Kevin for treatment he had received to address the mental disorders he suffered

as a result of his abuse by priests without the executed release and sent him additional versions to sign and complete. Instead, Kevin went further into debt to pay for his counseling.

137. Kevin's frustrations with the "counseling program" offered by the Diocese were not unique.

138. The counseling program offered to priest rape victims was never intended to help the children abused by the employees of the Institutional Defendants. Instead the program of counseling offered was designed to garner information to gauge their collective potential liability. The counseling program was designed to frustrate victims into simply giving up.

139. Kevin did not believe that the Diocese (which was still harboring, employing, and sheltering their rapists) should have access to his private therapy notes and records.

140. None of the defendants made any efforts to bring healing or reconciliation to Kevin.

141. Kevin was forced to face many thousands of dollars of medical expenses alone.

142. Kevin was re-victimized and re-traumatized by the actions and/or inactions of all of the defendants.

143. Throughout this entire time period, Institutional Defendants made materially false statements to law enforcement and to the media about their knowledge of molester priests in the Diocese.

144. On at least one occasion, the Diocese and its agents actively interfered in a law enforcement investigation of a priest in possession of child pornography.<sup>11</sup>

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<sup>11</sup> Doug Douty, *Plea Deal Possible For Catholic Priest Accused Of Having Child Porn*, The Post-Standard (June 11, 2014) [https://www.syracuse.com/news/index.ssf/2014/06/plea\\_deal\\_possible\\_for\\_catholic\\_priest\\_in\\_syracuse\\_accused\\_of\\_having\\_child\\_porn.html](https://www.syracuse.com/news/index.ssf/2014/06/plea_deal_possible_for_catholic_priest_in_syracuse_accused_of_having_child_porn.html)

145. Kevin's credibility was publicly challenged by none other than the Onondaga County District Attorney, who carelessly and baselessly relied upon false information provided to his office by the Diocese.<sup>12</sup>

**Sham Investigation of Claims by the Institutional Defendants**

146. At some point in October or November of 2016, the Diocese announced that Angelicchio was being placed on suspension so that allegations of sexual abuse against him could be investigated.

147. In 2015, the Diocese agreed to report any allegations of sexual abuse to the District Attorney's offices of the Counties in the Diocese.<sup>13</sup>

148. By the summer of 2016, the Church had received complaints from at least one man, not Kevin, that he had been raped by Angelicchio. These allegations pre-dated Angelicchio's time at St. Ann's.

149. The Diocese was aware that Angelicchio had raped numerous boys when they moved him to St. Ann's in 1988.

150. On December 10, 2016, at 1 p.m. Mountain time in Denver, Colorado, an investigator hired by the Diocese interviewed Kevin about his allegations against Angelicchio.

151. Only Kevin, his counsel, and the investigator for the Diocese were present.

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<sup>12</sup> William Fitzgerald, Esq, *Onondaga County DA: Priest's Accuser Not Credible*, The Post-Standard (February 26, 2018)  
[https://www.syracuse.com/opinion/index.ssf/2018/02/onondaga\\_county\\_da\\_fitzpatrick\\_clergy\\_sex\\_abuse\\_kevin\\_braney\\_credibility\\_comment.html](https://www.syracuse.com/opinion/index.ssf/2018/02/onondaga_county_da_fitzpatrick_clergy_sex_abuse_kevin_braney_credibility_comment.html)

<sup>13</sup> John O'Brien, *Syracuse Diocese Agrees To Tell Das About Child Molesting Accusations Against Priests*, The Post-Standard (October 27, 2015)  
[https://www.syracuse.com/crime/2015/10/syracuse\\_diocese\\_agrees\\_to\\_cooperate\\_with\\_area\\_das\\_in\\_accusations\\_of\\_priests\\_mol.html](https://www.syracuse.com/crime/2015/10/syracuse_diocese_agrees_to_cooperate_with_area_das_in_accusations_of_priests_mol.html)

152. Literally while Kevin was being interviewed, the Syracuse District Attorney and the Diocese released media statements that the allegations of abuse against Angelicchio were not credible.

153. Kevin's allegations had not even been fully disclosed to the Diocese by the time the Diocese and District Attorney Fitzpatrick released false statements to the media that the allegations against Angelicchio had been investigated and were found to not be credible.<sup>14</sup>

154. Kevin was attacked by the District Attorney in a bizarre op-ed published in the Syracuse Post Standard<sup>15</sup>

155. The false<sup>16</sup> and misleading statements included in the District Attorney's op-ed were based on false information provided to the District Attorney's Office by the Diocese and Bishop Cunningham.

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<sup>14</sup> William Fitzgerald, Esq, *Onondaga County DA: Priest's Accuser Not Credible*, The Post-Standard (February 26, 2018)

[https://www.syracuse.com/opinion/index.ssf/2018/02/onondaga\\_county\\_da\\_fitzpatrick\\_clergy\\_sex\\_abuse\\_kevin\\_braney\\_credibility\\_comment.html](https://www.syracuse.com/opinion/index.ssf/2018/02/onondaga_county_da_fitzpatrick_clergy_sex_abuse_kevin_braney_credibility_comment.html)

<sup>15</sup> *Id.*

<sup>16</sup> Four years prior, Bishop Cunningham had publicly stated that he knew Eckermann had sexually assaulted Kevin. *See* John O'Brien, *Syracuse police raised concerns about priest 30 years before child-molesting accusations surfaced*, The Post-Standard (December 11, 2014)

[http://www.syracuse.com/news/index.ssf/2014/12/thirty\\_years\\_before\\_child-molesting\\_accusations\\_against\\_priest\\_syracuse\\_police\\_r.html](http://www.syracuse.com/news/index.ssf/2014/12/thirty_years_before_child-molesting_accusations_against_priest_syracuse_police_r.html) ("In Eckermann's case, after the diocese was put on notice, "unfortunately, we found out that things happened which should not have happened," Cunningham said. "We're sorry about that, terribly sorry about that."). *See also* John O'Brien, *Syracuse monsignor removed from ministry over decades-old child-molesting accusation*, The Post-Standard (October 2, 2014) [https://www.syracuse.com/news/2014/10/syracuse\\_monsignor\\_removed\\_from\\_ministry\\_over\\_decades-old\\_child-molesting\\_accus.html](https://www.syracuse.com/news/2014/10/syracuse_monsignor_removed_from_ministry_over_decades-old_child-molesting_accus.html) ("A child-molesting accusation against a Catholic monsignor and former Bishop Ludden High School principal (Eckermann) is credible, the Vatican notified the Syracuse Roman Catholic Diocese today.")

156. Kevin's experiences being discredited by the District Attorney, at the urging and direction of the Diocese and Cunningham, was not unique, but was representative of the approach taken by the Church in response to allegations of sexual abuse.

157. The Diocese engaged in a decades-long enterprise to discredit, intimidate, bribe and otherwise harass Kevin into silence.

158. Kevin continues to represent the interests of the abused because he believes the Church needs to take accountability and make major reforms to protect children; despite the humiliation and backlash he has experienced, Kevin continues his dedication to this cause.

**Diocese Misrepresents Source Of Funds For Priest Rape Settlement Program**

159. In February 2018, the Diocese announced that it would not be using donations of parishioners to fund the fallout from the untold number of child rapes committed by its priests.

160. This was absolutely false.

161. The Diocese continued to solicit donations telling parishioners that no money donated to the Church would be used for the purposes of paying victims.

162. The Diocese admitted in a statement to parishioners the source of money used to pay victims in their 2018 settlement fund was in fact donations from parishioners.<sup>17</sup>

163. The misrepresentations made by the Diocese regarding the use of tithing funds is another example of how the Church abuses the trust and confidence of its parishioners, while hiding behind a cloak of secrecy, in its decades-long plight to conceal rampant sexual abuse.

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<sup>17</sup> Patrick Lohmann, *Despite Syracuse diocese claim, parishioners will help pay sex abuse victims' settlements*, The Post-Standard (March 12, 2018) [https://www.syracuse.com/news/index.ssf/2018/03/post\\_1212.html](https://www.syracuse.com/news/index.ssf/2018/03/post_1212.html) (last visited July 21, 2019)

**Negligence and Gross Negligence: The Diocese Ignores Sexual Abuse  
For Decades and Continues to Put Parishioners in Harm's Way**

164. In the face of a clear duty to protect its parishioners, especially innocent children who act as altar servants, the Diocese has engaged in negligence and gross negligence by failing to screen, protect or to investigate the sexual predators' abuse and exploit them.

165. Despite having millions of dollars, the Church and the Institutional Defendants decided over the last two decades to not pay for reasonable compliance or security measures to ensure that priests were not sexually abusing young children even though they knew this abuse was occurring.

166. The Diocese has had actual knowledge that sexual abuse is a major problem within the Church but have ignored all warnings and sought to silence those who have worked to stop sexual abuse by priests.

167. Since at least 2002's Spotlight article, the Church has been under a microscope to investigate and initiate measures that seek to remediate the abuse.

168. However, instead of seeking to help the parishioners and families who attended church within the Diocese, the Church continued to relocate predatory priests to Syracuse.

169. The tales of sexual abuse of children are too numerous to adequately summarize, but they existed before the tenure of Cunningham and continue to proliferate today.

170. Revelations about the handling of misconduct cases during Cunningham's tenure are continually being exposed.

171. As this lawsuit reveals, the actions taken by the Defendants since sexual abuse by clergy was first reported amounts to nothing more than a sham to protect their own image.

172. Decades have passed and the Defendants have continually failed to take adequate steps to remedy and/or stop abuse within the Syracuse Diocese.

173. This 40-year delay is indefensible, and the Church and Diocese knew or were willfully blind that so many priests presented a clear and present danger to young male and female parishioners.

174. To this day, the names of all abusers protected by the Church and Diocese have yet to be revealed.

175. The Diocese has maintained its position that the victims are to blame, while the predatory clergyman are revered and heralded for doing "God's work."

176. The Diocese had the power to ban and punish priests who committed sexual abuse, the financial resources to implement safeguards for innocent children, and the knowledge to make credible reports of misconduct to law enforcement. It simply chose to abandon the safety and security of these children. At the same time, it was burying its head in the sand so it could pretend not to be liable, while dioceses continue to declare bankruptcy to avoid the pecuniary recourse the law provides to victims.

**2018 Settlement Program: A Last-Ditch Effort By The Church To Thwart Victims**

177. In 2018, the Church offered 85 rape victims of the Diocese's priests a chance to participate in mediation to resolve their claims.

178. The Church offered identical programs in other dioceses across New York State.

179. Like other dioceses in New York state, this program was called the Independent Reconciliation Compensation Program ["Settlement Program"].

180. However, the Church did not properly fund the Syracuse version of the settlement program.

181. The Syracuse Settlement program was vastly and intentionally underfunded.

182. Unlike other settlement programs offered in the other New York Dioceses, the Syracuse Settlement program was limited to maximum offer of \$300,000 per victim.

183. Kevin was offered \$300,000 from the settlement program.

184. Kevin rejected the offer, as a showing that his silence could not be bought, and in order to further work to uncover the scheme by the Church and Institutional Defendants, which perpetuated the rapes of dozens of innocent children in the Syracuse Diocese.

185. Instead of the money, Kevin sought an apology from the Church—an apology he still has not received.

186. No compensation would be offered to child rape victims other than the 85 invited by the Diocese.

187. The Diocese and Church knew that there were far more than 85 children that had been raped by their priests.

188. In addition to lying to their parishioners about the source of funds for the settlement program, the Diocese did not participate in the settlement program in good faith.

189. The Church and Diocese advertised the settlement program widely.

190. The Church and Diocese used the settlement fund to gather information about potential claims other than those of the 85 rape victims invited to participate in the program.

**The USCCB's Response to the Sexual Abuse Crisis in the Church**

191. The USCCB is the episcopal conference and legislative body of the Catholic Church. The USCCB supervises, directs, and/or controls Catholic Clergy in the United States. The USCCB is comprised of bishops across the country.

192. Founded in 1966 as the joint National Conference of Catholic Bishops and the United States Catholic Conference, Defendant USCCB is composed of all active and retired members of the Catholic hierarchy. Defendant USCCB adopted its current name in July 2001.<sup>18</sup>

193. The 1983 Code of Canon Law establishes three levels of church laws and regulations for the Catholic Church. The first level is universal law, which is enacted by the pope and operative throughout the world. The second level is national law enacted by Defendant USCCB. The third level is diocesan law enacted by a diocesan bishop and operative in the bishop's diocese. Diocesan bishops,

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<sup>18</sup> See A Brief History of USCCB, <http://www.usccb.org/about/a-brief-history-of-usccb.cfm> (last visited August 10, 2019)

however, are prohibited from enacting legislation that conflicts with national law promulgated by Defendant USCCB.

194. By its own admission, the buck stops at the USCCB, described as the ultimate authority of the Catholic Church within the United States.

- a. “It’s an assembly of bishops that carries out certain pastoral functions on behalf of the faithful of their region — things that only can be accomplished on a national level, they can’t just be accomplished on a regional or local level.” -Monsignor Brian Bransfield, general secretary of the United States Conference of Catholic Bishops, on the duty of the role of the USCCB<sup>19</sup>.
- b. The highest order of ordained ministry in Catholic teaching is that of bishop.<sup>20</sup>
- c. The United States Conference of Catholic Bishops (USCCB) is an assembly of the hierarchy of the United States and the U.S. Virgin Islands who jointly exercise certain pastoral functions on behalf of the Christian faithful of the United States.<sup>21</sup>
- d. Bishops’ Conference: A national (or in a very few cases regional) body of bishops that meets periodically to collaborate on matters of common concern in their country or region.<sup>22</sup>

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<sup>19</sup> *Q&A with Msgr. J. Brian Bransfield, general secretary of the USCCB*, The Dialog, (July 21, 2019) <http://thedialog.org/catechetical-corner/qa-with-msgr-j-brian-bransfield-general-secretary-of-the-usccb/> (last visited August 8, 2019)

<sup>20</sup> *USCCB About Us*, Leadership, Bishops and Eparchs, <http://www.usccb.org/about/leadership/bishops-and-eparchs.cfm> (last visited August 8, 2019)

<sup>21</sup> *About USCCB*, <http://www.usccb.org/about/> (last visited August 12, 2019)

<sup>22</sup> *Glossary of Catholic Terms*, <http://www.usccb.org/about/public-affairs/glossary/index.cfm> (last visited August 11, 2019)

195. In the 1980s, 1990s, and early 2000s, decades of sexual abuse within the Church came to light.

196. In Dallas, 2002, [Defendant] U.S. Conference of Catholic Bishops drafted a landmark document in response to the crisis of sexual abuse of children in the Church. This document, setting forth their agreed upon responsibilities in combating the problem, was entitled the *Charter for the Protection of Children and Young People*.<sup>23</sup>

197. The *Charter* is a comprehensive set of procedures, established by the USCCB and adhered to when addressing allegations of sexual abuse of minors by Catholic clergy. Comprised of 18 Articles, it also includes guidelines for reconciliation, healing, accountability, and prevention/education to prevent future acts of abuse.”<sup>24</sup>

198. The Preamble to the *Charter* includes these statements:

Since 2002, the Church in the United States has experienced a crisis without precedent in our times. The sexual abuse of children and young people by some deacons, priests, and bishops, and the ways in which these crimes and sins were addressed, have caused enormous pain, anger, and confusion.

\* \* \*

**We continue to have a special care for and a commitment to reaching out to the victims of sexual abuse and their families.** The damage caused by sexual abuse of minors is devastating and long-lasting. We apologize to them for the grave harm that has been inflicted on them, and we offer our help for the future.

(emphasis added)

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<sup>23</sup> *Who We Are*, <http://www.usccb.org/about/child-and-youth-protection/who-we-are.cfm> (last visited January 31, 2019).

<sup>24</sup> *Diocese of Syracuse Child & Youth Protection / Safe Environment Annual Report*, April 2014 <http://syracusediocese.org/assets/Uploads/pdfs/2014-10-year-report-FINAL-051414.pdf>. (last visited January 31, 2019).

199. The first three Articles of the *Charter* appear under the heading: “To Promote Healing and Reconciliation with Victims/Survivors of Sexual Abuse of Minors.”

200. Article 1 of the *Charter* includes this language:

Dioceses/eparchies are to reach out to victims/survivors and their families and demonstrate a sincere commitment to their spiritual and emotional well-being. The first obligation of the Church with regard to the victims is for healing and reconciliation. Each diocese/eparchy is to continue its outreach to every person who has been the victim of sexual abuse as a minor by anyone in church service, whether the abuse was recent or occurred many years in the past.

201. Article 2 of the *Charter* includes this language: “Dioceses/eparchies are to have a competent person or persons to coordinate assistance for the immediate pastoral care of persons who report having been sexually abused as minors by clergy or other church personnel.”

202. Articles 4 through 7 of the *Charter* appear under the heading: “To Guarantee an Effective Response to Allegations of Sexual Abuse of Minors.”

203. Article 4 of the *Charter* states:

Dioceses/eparchies are to report an allegation of sexual abuse of a person who is a minor to the public authorities. Dioceses/eparchies are to comply with all applicable civil laws with respect to the reporting of allegations of sexual abuse of minors to civil authorities and cooperate in their investigation in accord with the law of the jurisdiction in question.

Dioceses/eparchies are to cooperate with public authorities about reporting cases even when the person is no longer a minor.

In every instance, dioceses/eparchies are to advise victims of their right to make a report to public authorities and support this right.

204. On June 17, 2005, the USCCB promulgated a revised version of the *Essential Norms for Diocesan/Eparchial Policies Dealing with Allegations of Sexual Abuse of Minors by Priests or Deacons*, which were originally approved on November 13, 2002.

205. The *Norms* became law for all Dioceses and Eparchies of the USCCB on May 15, 2006.

206. *Norm* No. 3 states: “Each diocese/eparchy will designate a competent person to coordinate assistance for the immediate pastoral care of persons who claim to have been sexually abused when they were minors by priests or deacons.”

207. The USCCB drafted these documents to bind the Bishops and the Dioceses and require them to employ effective measures in handling reports of sexual abuse by Plaintiff and other sexual abuse survivors.

208. The *Charter* and these *Norms* were created for the sole and immediate benefit of Plaintiff and other innocent victims who were subjected to sexual abuse by clergy.

209. Pursuant to the express language, the intent behind the creation of these documents was for Plaintiff and all other victims to be helped—but the terms were not followed or upheld by the Institutional Defendants.

210. Tragically, and to the immeasurable detriment of Plaintiff and hundreds of other victims, Institutional Defendants failed to uphold the unambiguous terms of the *Charter*, and these rampant failures to help and protect sexual abuse survivors continues today.

211. It is time to hold the Catholic Church, the USCCB and Defendants accountable.

212. Through this lawsuit, Plaintiff demands that the Diocese and all defendants acknowledge their failures, account for the damages these failures have caused, and institute real and meaningful change to ensure that no future children endure such abuse.

213. The blind willfulness exhibited by the Diocese since at least 1980 is a despicable display of its lack of concern for sexual abuse survivors.

214. Institutional Defendants’ complete indifference and resulting inaction to sexual abuse allegations against Eckermann, Angelicchio and Quinn is wanton, willful and with reckless disregard and neglect of Plaintiff’s rights, safety and wellbeing.

## V. CAUSES OF ACTION

### **Count I: Breach of Contract**

#### **(Against Defendants The Roman Catholic Diocese of Syracuse and Robert J. Cunningham)**

215. Plaintiff incorporates the foregoing paragraphs as though fully reproduced herein.

216. A contract exists between Kevin and the Diocese (including through its head, Defendant Robert J. Cunningham) for the treatment of the complex post-traumatic stress disorder he suffers as a result of his abuse by priests and the ongoing trauma of his treatment by the Church.

217. The above-named defendants entered into similar contracts with other victims of sexual abuse for the provision of psychotherapy/counseling.

218. Kevin performed all of his duties under the contract, including complying provisions requiring him to disclose personal health information.

219. The Diocese and Cunningham breached the contract with Kevin in the following non-exclusive ways:

- a. By denying Kevin full compensation for his treatment with a mental health professional;
- b. By denying Kevin compensation for his other medical expenses;
- c. By denying Kevin treatment counseling and therapy beyond 53-minute sessions; and,
- d. By disseminating Kevin's private health information within the Church.

220. Kevin was damaged emotionally and financially as a result of the breach of contract.

221. As a direct and proximate result of the negligent actions and inactions of Defendants, Plaintiff has suffered severe emotional distress, physical injuries, and economic losses, and these injuries continue.

222. Plaintiff claims damages in amounts to be proven at trial, including attorneys' fees, injunctive relief, and other relief that the Court may deem proper.

**Count II: Breach of Contract by Third Party Beneficiary**  
**(Against Defendants USCCB, Robert J. Cunningham, and the Roman Catholic Diocese of**  
**Syracuse)**

223. Plaintiff incorporates the foregoing paragraphs as though fully reproduced herein.

224. A contract exists between the United States Conference of Catholic Bishops and the Diocese of Syracuse in the forms of the *Charter* and the *Norms* to guide the handling and treatment of individuals who were abused by priests.

225. Kevin is a third-party beneficiary to this contract.

226. Kevin reasonably relied on the representations made in the contract.

227. The Diocese of Syracuse and Cunningham breached the contract in the following non-exclusive ways:

- a. By denying Kevin full compensation for his treatment with a mental health professional;
- b. By denying Kevin compensation for his other medical expenses;
- c. By denying Kevin treatment counseling and therapy beyond 53-minute sessions;
- d. By not employing a competent person to serve as Victim Assistance Coordinator; and,
- e. By disseminating Kevin's private health information within the Church.

228. The United States Conference of Catholic Bishops breached the contract in the following non-exclusive way: By failing to conduct adequate audits of the performance of the Diocese of Syracuse and Bishop Cunningham in the performance of its duties under the contract.

229. As a direct and proximate result of the negligent actions and inactions of Defendants, Plaintiff has suffered severe emotional distress, physical injuries, and economic losses, and these injuries continue.

230. Plaintiff claims damages in amounts to be proven at trial, including attorneys' fees, injunctive relief, and other relief that the Court may deem proper.

**Count III: Intentional Infliction of Emotional Distress**  
**(Against Defendants The Roman Catholic Diocese of Syracuse, Robert J. Cunningham and Jacqueline Bressette)**

231. Plaintiff incorporates the foregoing paragraphs as though fully reproduced herein.

232. Defendants engaged in extreme and outrageous conduct with the intention of causing or with reckless disregard of the probability of causing Plaintiff severe and extreme emotional distress.

233. Bressette and Cunningham were acting in the course and scope of their employment with the Diocese, while exhibiting reckless disregard for the emotional wellbeing of Kevin.

234. Due to the outrageous conduct of Defendant s, Kevin has suffered significant and enduring mental anguish and trauma.

235. The damage caused will plague Kevin for the remainder of his life and will require him extensive mental health treatment.

236. As a direct and proximate result of the negligent actions and inactions of Defendants, Plaintiff has suffered severe emotional distress, physical injuries, and economic losses, and these injuries continue.

237. Plaintiff claims damages in amounts to be proven at trial, including attorneys' fees, injunctive relief, and other relief that the Court may deem proper.

**Count IV: Breach of Fiduciary Duty**  
**(Against Defendants The USCCB, The Roman Catholic Diocese of Syracuse, Robert J. Cunningham, and Jacqueline M. Bressette)**

238. Plaintiff incorporates the foregoing paragraphs as though fully reproduced herein.

239. Kevin reasonably relied on Defendants for guidance and confidence, as Defendants were in positions of power to exert influence and as such, a fiduciary relationship existed between Kevin and the Diocese of Syracuse, Cunningham, and Bressette.

240. Defendants held themselves out as having a fiduciary responsibility and duty to Kevin, and accordingly and in reliance on this relationship, Kevin disclosed his history of abuse by Eckermann, Angelicchio, and Quinn.

241. Defendants breached their fiduciary duties to Kevin by intentionally, knowingly and/or recklessly failing to exercise the highest degree of care in handling the reports of abuse and in actively seeking to discredit Kevin's claims.

242. As a direct and proximate result of the negligent actions and inactions of Defendants, Plaintiff has suffered severe emotional distress, physical injuries, and economic losses, and these injuries continue.

243. Plaintiff claims damages in amounts to be proven at trial, including attorneys' fees, injunctive relief, and other relief that the Court may deem proper.

**Count V: Negligence**  
**(Against Defendants The USCCB, The Roman Catholic Diocese of Syracuse, Robert J. Cunningham, and Jacqueline M. Bressette)**

244. Plaintiff incorporates the foregoing paragraphs as though fully reproduced herein.

245. At all relevant times, Defendants had a duty to exercise reasonable care in relation to the safety and welfare of their young parishioners, including Plaintiff.

246. At all relevant times, Defendants had a duty to exercise reasonable care to avoid creating or maintaining unreasonable risks to the safety and welfare of their young parishioners, including Plaintiff.

247. At all relevant times, Defendants had a duty to exercise reasonable care in investigating and pursuing complaints of criminal conduct, sexual misconduct, and violations of law against their young parishioners, including Plaintiff.

248. Defendants breached their duties by failing to take action or otherwise investigate the hundreds of complaints regarding sexual abuse at the hands of Eckermann, Angelicchio, and Quinn, in reckless disregard of the safety and welfare of Plaintiff and other innocent children.

249. Because of actions and inactions of Defendants, Plaintiff has suffered institutional abandonment and have experienced severe emotional distress.

250. As a direct and proximate result of the negligent actions and inactions of Defendants, Plaintiff has suffered severe emotional distress, physical injuries, and economic losses, and these injuries continue.

251. Plaintiff claims damages in an amount to be proven at trial, including attorneys' fees, injunctive relief, and other relief that the Court may deem proper

**Count VI: Gross Negligence**  
**(Against Defendants The Roman Catholic Diocese of Syracuse, Robert J. Cunningham, and**  
**Jacqueline M. Bressette)**

252. Plaintiff incorporates the foregoing paragraphs as though fully reproduced herein.

253. At all relevant times, Defendants had a duty to exercise reasonable care in relation to the safety and welfare of their young parishioners, including Plaintiff.

254. At all relevant times, Defendants had a duty to exercise reasonable care to avoid creating or maintaining, unreasonable risks to the safety and welfare of their young parishioners, including Plaintiff.

255. At all relevant times, Defendants had a duty to exercise reasonable care in investigating and pursuing complaints of criminal conduct, sexual misconduct, and violations of law against their young parishioners, including Plaintiff.

256. Engaging in conduct that was wanton and willful, recklessly and in conscious disregard of the safety of innocent children parishioners, including Plaintiff, Defendants were grossly negligent in breaching these duties in one or more of the ways described throughout this complaint.

257. These allegations against Defendants are based on misfeasance rather than simply failing to act. Time and again, Defendants affirmatively went out of their way to protect the priests (the rapists) and to actively discredit, intimidate, lie to, discredit, and attack Plaintiff (the victims).

258. The allegations set forth above in the avalanche of media articles set forth in agonizing detail, the long-term, reckless decisions by Defendants to facilitate and foster sexual abuse and actively derail and discredit all attempts to protect the victims of sexual abuse.

259. As a direct and proximate result of the grossly negligent conduct of Defendants, Plaintiff has suffered severe emotional distress, physical injuries, and economic losses, and these injuries continue.

260. Plaintiff claims damages in an amount to be proven at trial, including attorneys' fees, injunctive relief, and other relief that the Court may deem proper.

**Count VII: Assault**  
**(Against Defendants Estate of Charles Eckermann, Paul Angelicchio, Estate of James Quinn)**

261. Plaintiff incorporates the foregoing paragraphs as though fully reproduced herein.

262. Eckermann, Angelicchio, and Quinn each and all intentionally placed Kevin in apprehension of imminent harmful or offensive contact in a nauseating number of ways, which are discussed in detail and outlined above.

263. As a direct and proximate result of the negligent actions and inactions of Defendants, Plaintiff has suffered severe emotional distress, physical injuries, and economic losses, and these injuries continue.

264. Plaintiff claims damages in amounts to be proven at trial, including attorneys' fees, injunctive relief, and other relief that the Court may deem proper.

**Count VIII: Battery**  
**(Against Defendants Estate of Charles Eckermann, Paul Angelicchio, Estate of James Quinn)**

265. Plaintiff incorporates the foregoing paragraphs as though fully reproduced herein.

266. While Kevin was a minor child, Eckermann, Angelicchio, and Quinn intentionally raped him and engaged him in other criminal, unpermitted and harmful sexual contact. This contact constituted or would have constituted a violation New York Penal Law Section 130.70.

267. Eckermann, Angelicchio, and Quinn each and all intentionally committed other atrocious acts against and upon Kevin.

268. Kevin did not, and could not, consent to this abhorrent and illegal contact.

269. As a direct and proximate result of actions of Defendants, Plaintiff has suffered severe emotional distress, physical injuries, and economic losses, and these injuries continue.

270. Plaintiff claims damages in amounts to be proven at trial, including attorneys' fees, injunctive relief, and other relief that the Court may deem proper.

**Count IX: False Imprisonment**  
**(Against Defendants Estate of Charles Eckermann, Paul Angelicchio, Estate of James Quinn)**

271. Plaintiff incorporates the foregoing paragraphs as though fully reproduced herein.

272. Eckermann, Angelicchio, and each intentionally confined Kevin in various rooms (e.g., the sacristy, bathrooms, the basement furnace room, a rectory bedroom) to rape and abuse him.

273. Kevin was conscious of the confinement and did not (and could not) consent to it.

274. Kevin was confronted with threats of immediate physical harm if he attempted to escape the bounded areas where he was confined and abused.

275. The confinement was not otherwise privileged.

276. As a direct and proximate result of the actions of Defendants, Plaintiff has suffered severe emotional distress, physical injuries, and economic losses, and these injuries continue.

277. Plaintiff claims damages in amounts to be proven at trial, including attorneys' fees, injunctive relief, and other relief that the Court may deem proper.

**Count X: Civil Conspiracy**  
**(Against The Roman Catholic Diocese of Syracuse, Defendants Estate of Charles Eckermann,**  
**Paul Angelicchio, Estate of James Quinn)**

278. Plaintiff incorporates the foregoing paragraphs as though fully reproduced herein.

279. Eckermann, Angelicchio, Quinn, and other cl ergymen engaged in coordinated efforts to select, groom, and sexually and emotionally abuse children from among their parishioners.

280. Eckermann, Angelicchio, Quinn, and other cl ergymen engaged in coordinated efforts to hide, conceal, or otherwise cover up their reprehensible conduct.

281. When, as only one example, Eckermann and Angelicchio raped Kevin in the presence of one another, they demonstrated their intentional participation in the furtherance of the plan and/or purpose

282. The Diocese ratified these agreements by acting in furtherance of the wrongful actions and allowing these clergy to conspire to engage in the conduct that resulted in sexual abuse of Kevin and other innocent victims.

283. The Diocese conspired to allow thes e predatory priests to serve parishes and entitled them to unlimited access to children to fulfill their objectives.

284. Kevin was injured and dam aged because of the agreem ents between an d among the various pedophile priests and their intentional participation and acts in furtherance thereof.

285. The Diocese, including through its head, Cunningham, engaged in coordinated efforts to shield or otherwise protect their pedophile priests from discovery or embarrassment.

286. These defendants quietly relocated priests known to be sexually abusive to a house in Syracuse, New York.

287. These defendants did not inform any of the public that pedophile priests were living in the Diocese in concentrated numbers.

288. These defendants knew about the disgusting, damaging, and illegal sexual proclivities of Eckermann, Angelicchio, Quinn, and other clergymen and did nothing to warn or otherwise protect Kevin.

289. The sexual abuse of Kevin and the Institutional Defendants response to the abuse (as described above) was merely part of a larger coordinated effort by all of the Defendants to manage the vast, far-reaching problem of sexual abuse that the Defendants had identified.

290. Institutional Defendants and Defendant Cunningham took overt acts in furtherance of the agreement, including but not limited to the following: concealing the sexual assaults of and the identities and patterns of its sexually abusive priests; concealing sexual assaults and abuse committed by its agents from the authorities; attacking the credibility of victims of abuse; protecting clergy from criminal prosecution for sexual assaults and abuse against children; allowing known child molesters to live freely in the community without informing the public; after receiving reports or notice of sexual misconduct by clergy, transferring them to new locations without warning parishioners or the public of the threat posed by such sexual abusers; making affirmative representations regarding cleric's fitness for employment in positions that include working with children, while failing to disclose negative information regarding sexual misconduct by clerics; and concealing Defendants' actions and their agents' actions from survivors of past abuse, thereby causing separate, current harm.

291. Defendants entered into the conspiracy with the common purpose of concealing from the public the nature and scope of sexual abuse of minors within the church and to entice parishioners into believing the clergy were trustworthy.

292. Further, Defendants entered into the conspiracy with the common purpose of delaying or preventing individuals from reporting sexual abuse to authorities.

293. It was essential for the Defendants to engage in such this a cons piracy because doing so allowed the Defendants to retain their positions of authority, trust, respect, and influence within their respective communities and on the national or international stage.

294. By engaging in this conspiracy, the Defendants directly caused and perpetuated the commission of various torts, including sexual abuse, battery, assault, and/or other torts and wrongful acts.

295. Kevin was injured and damaged because of the agreements amongst Defendants.

296. As a direct and proximate result of the actions of Defendants, Plaintiff has suffered severe emotional distress, physical injuries, and economic losses, and these injuries continue.

297. Plaintiff claims damages in amounts to be proven at trial, including attorneys' fees, injunctive relief, and other relief that the Court may deem proper.

**Count XI: Fraud**  
**(Against Defendants The Roman Catholic Diocese of Syracuse, Robert J. Cunningham, and**  
**Jacqueline M. Bressette)**

298. Plaintiff incorporates the foregoing paragraphs as though fully reproduced herein.

299. The Diocese, including through its head Cunningham, and through its employee/agent Bressette, represented to Kevin that he would be compensated for the therapy he required to treat the damage caused by their priests.

300. Defendants knew that they would strictly control the amount of therapy that would be compensated and that they would not fully compensate Kevin and/or his therapists for the treatment he needed.

301. Defendants intended to induce Kevin to rely on their representations to gain access to his therapy records and/or for other "damage control."

302. Kevin justifiably relied on the representations of these Defendants and believed they intended to help remedy the abuse suffered by compensating him for his treatment arising from the prolific sexual abuse he suffered at the hands of the priests.

303. During all relevant times, the Diocese, by and through its head Cunningham and agent Bressette did intend to make fraudulent representations to Kevin in their efforts to gain his trust.

304. Despite the fact that Kevin suffered years of sexual abuse due to The Diocese's actions and inactions, Defendants continued to inflict greater pain and psychological trauma on Kevin by making false, misleading statements in order to obtain his personal mental health records.

305. As a direct and proximate result of the actions of Defendants, Plaintiff has suffered severe emotional distress, physical injuries, and economic losses, and these injuries continue.

306. Plaintiff claims damages in amounts to be proven at trial, including attorneys' fees, injunctive relief, and other relief that the Court may deem proper

**Count XII: Defamation**  
**(Against The Roman Catholic Diocese of Syracuse and Robert J. Cunningham)**

307. Plaintiff incorporates the foregoing paragraphs as though fully reproduced herein.

308. As detailed above, as an adolescent, Kevin was repeatedly raped by his priests.

309. Kevin has been very public about the sexual abuse he endured in his youth in an effort to bring more attention to the problem.

310. Kevin has been an outspoken critic of the Diocesan response to the allegations of sexual abuse against priests in and around the Syracuse area.

311. The Diocese, including through its head Cunningham, instituted a smear campaign against Kevin and published statements calling into question his veracity and motives.

312. Defendants' statements impugned Plaintiff's reputation, and tended to expose Plaintiff to public contempt, ridicule, aversion or disgrace, to induce an evil opinion of him in the

minds of right-thinking persons, to cause them to be shunned or voided, and/or to injure them in occupation, good name, character, and reputation.

313. Defendants acted with actual malice in their attempts to discredit Kevin's claims and ruin his credibility and character, despite the fact that Defendants knew what Kevin was saying was true and accurate—that he had been sexually abused by Catholic clergy, and the Diocese of Syracuse had failed to protect him.

314. The statements made by Defendants were obviously susceptible of a defamatory connotation, as they accused him of being a liar and were only published to harm Kevin.

315. As a direct and proximate result of the actions of Defendants and these statements, Plaintiff suffered damage by virtue of his loss of reputation, shame, mortification, hurt feelings, and/or damage to his property, business, trade, profession, and/or occupation.

316. Plaintiff claims damages in an amount to be proven at trial, including attorneys' fees and other relief that the Court may deem proper.

## **VI. DEMAND FOR JURY TRIAL**

Plaintiff is entitled to and hereby demands a jury trial in this matter.

## **VII. PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff respectfully requests that this Court will:

- A. Enter judgment against Defendants, jointly and severally, in such amounts as will fully and adequately compensate Plaintiff for the damages suffered, in an amount to be determined at trial;
- B. Award Plaintiff punitive damages against Defendants, jointly and severally, in an amount to be determined at trial;
- C. Award Plaintiff pre- and post-judgment interest;
- D. Award Plaintiff his actual expenses of litigation, including reasonable attorneys' fees;

E. Award Plaintiff injunctive relief that requires the Roman Catholic Diocese of Syracuse to put in place (and fund) supervision and compliance protocols that actually prevent, uncover, and stop the sexual abuse of parishioners and award Plaintiff such other and further relief as the Court deems just and proper.

DATED: August 14, 2019

PORTER NORDBY HOWE LLP  
*Attorneys for Plaintiff*

By:



Michael S. Porter, of Counsel

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**FAX SERVICE NOT ACCEPTED**

-and-

Rex A. Sharp (*application for PHV forthcoming*)  
Ryan C. Hudson (*application for PHV forthcoming*)  
Larkin Walsh (*application for PHV forthcoming*)  
Sarah T. Bradshaw (*application for PHV forthcoming*)  
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PLAINTIFF'S VERIFICATION

STATE OF Colorado )  
 )  
COUNTY OF Boulder ) ss.

Kevin Braney, being duly sworn, deposes and says: I am the plaintiff in the above-entitled action. I have read the foregoing complaint and know the contents thereof. The same are true to my knowledge, except as to matters therein stated to be alleged on information and belief, and as to those matters I believe them to be true.

Kevin Braney

SUBSCRIBED and sworn to before me this 14<sup>th</sup> day of August, 2019.

